to speak of condonation until the cause of action has accrued, as before that a return merely terminates the act. *Luper* v. *Luper*, 61 Ore. 418, 96 Pac. 1099; *La Flamme* v. *La Flamme*, 210 Mass. 156, 96 N. E. 62. Thus courts have refused to join two periods of desertion. *Burk* v. *Burk*, 21 W. Va. 445; *Ogilvie* v. *Ogilvie*, 37 Ore. 171, 61 Pac. 627. But this overlooks the fact that any absence with intent to desert constitutes a marital offense. Moreover, even if termination is the preferable nomenclature in such cases, the termination should be conditional and a breach of the condition should revive the former desertion. In ordinary marital offenses condonation is conditional on future good conduct, and breach of condition revives the former offense. *Sharp* v. *Sharp*, 116 Ill. 509; *Johnson* v. *Johnson*, 4 Paige, 460, 470. To reach a just result with the law as it is generally stated many exceptions have been made. See *Lindsay* v. *Lindsay*, 226 Ill. 309, 80 N. E. 876. It seems preferable to have a plain rule that the termination may be conditional rather than to multiply exceptions to the rule that only the complete offense can be condoned.

INFANTS — CONTRACTS AND CONVEYANCES — RIGHT TO AVOID CONTRACT WITHOUT RETURNING CONSIDERATION. — An infant purchased goods, not necessaries, from an adult and paid part of the purchase price. Having disposed of the goods, he sues to recover the cash paid. *Held*, that the infant recover. *Carpenter* v. *McGuckian*, 110 Atl. 402 (R. I.).

Upon disaffirming a contract an infant must give up any of the consideration that he has in specie, for the rescission of the contract destroys his right to that property. *MacGreal* v. *Taylor*, 167 U. S. 688; *Gannon* v. *Manning*, 42 App. D. C. 206. When under a fair contract he has received benefits which cannot be returned, some cases deny him a recovery of the consideration given. *Johnson* v. *Northwestern etc. Insurance Co.*, 56 Minn. 365, 57 N. W. 934, 59 N. W. 992; *Rice* v. *Butler*, 160 N. Y. 578, 55 N. E. 275. But the weight of authority, especially in modern cases, is that the infant may disaffirm and recover back the consideration given though he cannot return the consideration received. *Gonackey* v. *General etc. Corporation*, 6 Ga. App. 381, 65 S. E. 53; *Blake* v. *Harding*, 180 Pac. (Utah) 172; *Bombardier* v. *Goodrich*, 110 Atl. (Vt.) 11. This principle was correctly applied in this case. It follows necessarily from the policy of the law in protecting infants, where the infant has wasted or squandered the consideration. But where he has exchanged it for other property which he now holds, the other party should be allowed to follow his consideration into this other property. *MacGreal* v. *Taylor*, *supra*. The infant must not be allowed to use his shield as a sword. At the same time it must be remembered that a man may injure himself by running against a shield.

INSURANCE — DEFENSES OF INSURER — SUICIDE OF INSURED. — By the policy in the first case the insurer was not liable if the insured committed suicide within two years after date of issue. The second policy was incontestable after one year. More than two years after issuance of the first and more than one year after issuance of the second policy, the insured committed suicide. *Held*, that the companies are liable on both policies. *Northwestern Mutual Life Insurance Co.* v. *Johnson*, U. S. Sup. Ct., No. 70, October Term, 1920. *National Life Insurance Co.* v. *Miller, Adm.*, U. S. Sup. Ct., No. 71, October Term, 1920.

There has been a marked conflict of authority regarding suicide as a defense to policies not expressly excluding its risk during their duration. See 9 HARV. L. REV. 360. The *Ritter* case marked highwater in authority permitting the defense of suicide. *Ritter* v. *Mutual Life Insurance Co.*, 169 U. S. 139. At the same time, an incontestable clause in the policy commonly precluded the defense of suicide. *Supreme Court of Honor* v. *Updegraff*, 68 Kan. 474, 75 Pac. 477; *Mutual Life Insurance Co.* v. *Lovejoy*, 201 Ala. 337, 78 So. 299. A like

result was reached, even despite another clause excepting suicide as a risk. *Mutual Reserve Fund Life Ass'n* v. *Payne*, 32 S. W. 1063 (Tex. Civ. App.); *Royal Circle* v. *Achterrath*, 204 Ill. 549, 68 N. E. 492. It was felt that the *Ritter* case had committed the Supreme Court to a contrary view. RICHARDS, LAW OF INSURANCE, 3 ed., § 382. But that court has been by degrees approaching modern tendencies already noted. See 21 HARV. L. REV. 530. It upheld the Missouri statute excluding suicide as a defense. *Whitfield* v. *Ætna Life Insurance Co.*, 205 U. S. 489. And in the principal cases, where suicide was neither contemplated by the applicant nor expressly excluded, it recognizes it as a risk. Also the Supreme Court now leaves the several states free to decide whether, on grounds of public policy, suicide exempts the insurer from liability. The *Ritter* case promulgated a set rule that a silent policy implied an exception for suicide. The principal cases are more consonant with the doctrine that federal courts should give effect to such views, not clearly wrong, as states adopt.

INTOXICATING LIQUORS — EIGHTEENTH AMENDMENT — INTERPRETATION OF THE VOLSTEAD ACT. — Prior to the effective date of the Volstead Act, the appellant was lessee of a room in a warehouse, and had stored intoxicating liquor therein. By a bill alleging that he was in exclusive possession and control of this liquor and that he intended it only for personal use, he sought to enjoin the warehouse company from delivering it to government agents. A motion to dismiss the bill was sustained. *Held*, that this was error. *Street* v. *Lincoln Safe Deposit Company*, U. S. Sup. Ct., October Term, 1920, No. 278.

The plaintiff sought to force the defendant, a collector of internal revenue, to deliver to the plaintiff for personal use in his home a barrel of whisky belonging to him and stored by him, before the effective date of the Volstead Act, in a bonded government warehouse. *Held*, that a motion to dismiss be granted. *Corneli* v. *Moore*, U. S. Dist. Ct. of Mo., 11 Dec. 1920.

The Volstead Act forbids possession of liquor except as authorized. See 41 STAT. AT L. 305 *et seq.*, Title II, § 3. It expressly authorizes possession in a home for use therein. See *Id.*, § 33. The Supreme Court decides that it impliedly authorizes possession for this same purpose though the liquor possessed be located outside the home. The District Court decides that even if the plaintiff's right to a permit to transport this liquor is settled by the *Street* case, yet the defendant need not deliver unless the plaintiff shows such a permit. Unfortunately the decision is also based upon provisions of the War Time Prohibition Act. See 40 STAT. AT L. 1046. Neither case answers the important question: does the Act impliedly authorize A to possess for B liquor owned by B and intended for use in his home? The courts can hardly go to this length without opening the way to many serious violations of the Volstead Act. It may adopt the view of Justice McReynolds that provisions calling for confiscation of lawfully acquired liquor are unconstitutional. See *Street* v. *Lincoln Safe Deposit Company*, *supra*. Considering the strong public policy declared by the Eighteenth Amendment such a result is highly improbable.

LANDLORD AND TENANT — TENANCY FROM YEAR TO YEAR — DOES OPTION TO PURCHASE CONTINUE WHEN TENANT FOR TERM HOLDS OVER. — The plaintiff a tenant for a term held over and after the expiration of his lease sought to exercise an option to purchase contained in the lease. *Held*, that he could not do so. *Bradbury* v. *Grimble*, 55 L. J., 296.

The principal case is decided on the theory that as an option to purchase is not a covenant regulating the relation of landlord and tenant it will not be imported into the tenancy which arises when a tenant for a term holds over. It is usually said that the terms of the former lease continue as far as they are applicable to and consistent with the new tenancy. See 2 TIFFANY, LANDLORD